where no other evidence is adduced except the uncorroborated testimony of an accomplice are *State* v. *Gordon,* 105 Minn. 217; *Bird* v. *State,* 36 Ala. 279; *People* v. *Sciaroni,* 4 Cal. App. 698. In Massachusetts, while it is held competent to convict, it is the practice of the trial judge to caution the jury and to advise them against convicting upon such testimony, and it may be regarded as the settled rule in that state to acquit under such circumstances. *Commonwealth* v. *Bosworth, 22* Pick. 397; *Commonwealth* v. *Scott,* 123 Mass. 222. In Georgia a conviction may be had upon the uncorroborated testimony of an accomplice in all cases of misdemeanor, but not in cases of felony where the only witness to a fact is an accomplice. *Stone* v. *State,* 118 Ga. 705. The following cases hold that there is no rule of law forbidding a conviction in cases of either misdemeanor or felony upon the accomplice's uncorroborated testimony. *People* v. *Nunn,* 120 Mich. 530; *Dawley* v. *State,* 4 Ind. 128; *Porath* v. *State,* 90 Wis. 527; *State* v. *Brown,* 168 Mo. 449; *Allen* v. *State,* 10 Ohio St. 288; *Commonwealth* v. *Sayars, 21* Pa. Super. Ct. 75.

FRAUDULENT CONVEYANCES—VOLUNTARY CONVEYANCES—SOLVENCY AND INSOLVENCY OF GRANTOR.—The firm of Martin and Pulsifer was a partnership engaged in business in Alabama. In the course of their business they became indebted to the firm of McDaniel & Son, on a number of promissory notes. Shortly after the first of these notes became due and before judgment thereon Pulsifer by deed conveyed his undivided interest in lands to relatives for $2500.00 in cash, later paying them $500.00 to discharge an incumbrance thereon. McDaniel & Son brought a creditor's bill to have the conveyance set aside as in fraud of creditors. *Held,* that the conveyance was valid. *Martin & Pulsifer* v. *J. H. McDaniel & Son* (1910), — Ala. — 53 South. 790.

The rule in Alabama as laid down by the court is that voluntary conveyances are void as to existing creditors of the grantor irrespective of the grantor's solvency or insolvency. Whether or not if a donor at the time he makes a voluntary conveyance is perfectly solvent, a conclusion of fraudulent purpose should be drawn from the mere facts of the existence of debts at the time, and the donor's subsequent inability to discharge them, is a question that at some time or other has perplexed most of our American courts. At one time the rule laid down by the Alabama court, was supported by the weight of authority, many courts being inclined to follow the opinion of Chancellor Kent in the well known case of *Reade* v. *Livingston,* 3 Johns. Ch. 481. See *Schwartz* v. *Hazlett,* 8 Cal. 118, 126. Today, however, the rule is followed only in a few states, it having been overruled or changed by statute in many of the older states or never adopted in the new ones. Alabama is still one of its leading exponents. It is a force in Kentucky by statute. BARBER & CARROLL'S KENTUCKY STAT., Section 1907. See also *Atkins* v. *Globe Bank & Trust Co.,* — Ky. —, 124 S. W. 879. It is followed by South Carolina, West Virginia and New Jersey. *Richardson* v. *Rhodus,* 14 Rich. L. (S. C.) 95. *McCaskey* v. *Potts,* 65 W. Va. 641. *Haston* v. *Castner,* 31 N. J. Eq. 697. Many of the statutory changes consist in making the question of fraudulent intent one of fact instead of a conclusion of law. Burn's Ann. Ind. Stat. (1908), § 7483. California Civ. Code, § 3442. The docrine has been

overruled in many of the states. See *Seward* v. *Jackson,* 8 Cow. 406; *Babcock* v. *Eckler,* 24 N. Y. 623; *Wilson* v. *Kohlheim,* 46 Miss. 346; *Hoffman* v. *Nolte,* 127 Mo. 120. These courts have taken a broader view of such a transaction on the ground that considerations of morality or public interest do not require a man to refrain from any gift which promptings of generosity or of social duty may lead him to make when entirely solvent merely because of some outstanding debts. This is the view taken by most of the courts at the present time. In the principal case the Alabama rule as to voluntary conveyances was recognized, but was not applied for the reason that it appeared from the evidence that the conveyance was for a valuable consideration and no proof of intent to defraud creditors was made.

HOMESTEAD—WHEN LIABLE FOR DEBTS.—One West had made final proof of his claim to a federal homestead, but had not received a patent. Plaintiffs, judgment creditors of West, on a note made after final proof, sought to subject the homestead to payment of the judgment. Rev. St. § 2296 (U. S. Comp. St. 1901, p. 1398), provides that no homestead lands shall become liable to the satisfaction of any debt contracted prior to the issuing of the patent therefor. From judgment for defendant plaintiffs appealed. *Held,* the statute exempted the homestead until patent issued. *Sprinkle et al.* v. *West* (1911), — Wash. —, 114 Pac. 430.

In a few states the courts regard the federal law above cited as applying only until the homesteader's *right to* a patent has become absolute, not until he actually receives the patent. *Struby-Estabrook Mercantile Co.* v. *Davis,* 18 Colo. 93, 31 Pac. 495, 36 Am. St. Rep. 266; *Leonard* v. *Ross,* 23 Kan. 292; *Johnson* v. *Borin,* 7 Kan. App. 369, 54 Pac. 804; *Flanagan* v. *Forsythe,* 6 Okl. 225, 50 Pac. 152 (TARSNEY, J., dissenting vigorously). But the position taken by the Washington court is supported by the decisions of a majority of the courts in which the question has arisen. *In re Cohn,* 171 Fed. 568; *Barnard* v. *Boller,* 105 Cal. 219, 38 Pac. 728; *Schultz* v. *Levy,* 33 Or. 373, 54 Pac. 184; *Dickerson* v. *Bridges,* 147 Mo. 235, 48 S. W. 825. Considering the language of the act, this would seem to be the sounder view; and the fact that in the "timber culture" laws (U. S. Comp. St. 1901, p. 1535) exemption from debts "contracted prior to the issuance of the receiver's certificate" was provided for would seem to indicate that Congress meant exactly what it said in the act here considered. The contrary view is based on the theory that the patent, when issued, relates back to the time of the certificate. *Mercantile Co.* v. *Davis,* supra. This argument is answered thus by courts *contra*: The rule applies only in respect to *title,* not to exemption from debts; and "it is not for the courts to overrule its [*Congress'*] conclusions by a technical rule of construction." *Wallowa Nat. Bank* v. *Riley,* 29 Or. 289, 45 Pac. 766, 54 Am. St. Rep. 794.

HUSBAND AND WIFE—EXCEPTION TO PRESUMPTION OF COERCION—HOUSE OF ILL FAME.—Defendants were jointly indicted for keeping a house of ill fame and, as they were husband and wife, counsel argued that there existed a presumption that what the wife did was by the coercion of her husband and that, for this reason, she should be acquitted. *Held,* that although such a pre-